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August 3, 2005

**HAND DELIVERY**

Charles L. A. Terreni, Esq.  
Chief Clerk and Administrator  
Public Service Commission of South Carolina  
Synergy Business Park  
101 Executive Center Dr., Suite 100  
Columbia, SC 29210

RE: Generic Proceeding Established to Investigate Emergency Services Continuity  
Plans - Docket No. 2005-100-C

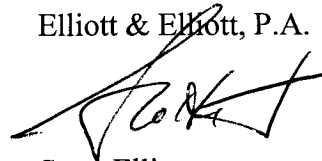
Dear Mr. Terreni:

Enclosed please find for filing an original and twenty-six (26) copies of the Direct Testimony of John E. Mitus on behalf of United Telephone Company of the Carolinas and Spring Communications Company, L.P. in the above-captioned matter, one copy I would request that you date stamp and return to me in the stamped self-addressed envelope enclosed for your convenience. By copy of this letter, I am serving all parties of record.

If you have questions, please do not hesitate to contact me.

Sincerely,

Elliott & Elliott, P.A.



Scott Elliott

SE/jcl

Enclosures

c: All Parties of Record w/enc.

DATE: OK D. Duke  
SERVICE: OK D. Duke

**IN RE: GENERIC PROCEEDING  
ESTABLISHED TO INVESTIGATE  
EMERGENCY SERVICES CONTINUITY  
PLANS**

§ **PUBLIC SERVICE COMMISSION**  
§ **OF SOUTH CAROLINA**  
§  
§ **DOCKET NO. 2005-100-C**  
§

**DIRECT TESTIMONY**

**OF**

**JOHN E. MITUS**

**ON BEHALF OF**

**UNITED TELEPHONE COMPANY OF THE CAROLINAS ("SPRINT")**

**August 3, 2005**

2005 AUG -3 PM 12:17  
SOUTH CAROLINA  
PUBLIC SERVICE COMMISSION

1 **Q: Please state your name, title, and business address.**

2 A: My name is John E. Mitus. I am employed by Sprint Corporation as Senior Regulatory  
3 Manager in the Department of State Regulatory Affairs. My business address is 6450  
4 Sprint Parkway, Overland Park, Kansas 66251.

5  
6 **Q: Please briefly provide your educational background and work experience.**

7 A: In 1992, I received an MBA degree from the University of Nevada – Las Vegas, and I  
8 received my Bachelor of Science in Finance from Bryant College, Smithfield, Rhode  
9 Island in 1988. I have been employed by Sprint since January 1995. Prior to my  
10 employment with Sprint, I was employed by First Interstate Bank as a Commercial Loan  
11 Officer.

12  
13 From January 1995 until January 2001, I held jobs in accounting and costing. Since  
14 January 2001, I have been a part of Sprint's State Regulatory Affairs Group. In my  
15 current position I am responsible for regulatory oversight in Alabama, Georgia, Kentucky,  
16 Louisiana, Mississippi, North Carolina, South Carolina, Puerto Rico and the U.S. Virgin  
17 Islands. My primary responsibilities include: 1) ensuring that the policies of Sprint are  
18 implemented in the individual states within the rules and regulations of that state; and 2)  
19 providing guidance to the sales and marketing teams in determining methods and  
20 procedures that meet regulatory compliance. This includes compliance of Sprint Local,  
21 Long Distance and PCS services.

22 I have testified before the Pennsylvania Public Utility Commission, the Public Utilities  
23 Commission of Nevada, the North Carolina Utilities Commission, the Public Utility

1 Commission of Texas, the Louisiana Public Service Commission, and the Public Service  
2 Commission of South Carolina.

3  
4 **Q: What is the purpose of your Direct Testimony?**

5 A: The purpose of my Direct Testimony is to support a very narrow concept of an  
6 emergency services continuity plan and to address the Commission's interest, as stated in  
7 its original Notice of Generic Proceeding, in what service level should be adopted for end  
8 users and to ensure that "emergency continuity plans do not create an unjust and  
9 unwarranted competitive advantage for the provider of the emergency services".

10  
11 **Q. What is the current status of BellSouth's "Emergency Service Continuity Plan"**  
12 **tariff, which was discussed in Commission Order No. 2003-218 establishing this**  
13 **generic docket?**

14 A. BellSouth apparently withdrew its tariff on July 29, 2005. Accordingly, my testimony  
15 will address the desired features of emergency service continuity plans in general.

16  
17 **Q. Does Sprint have an opinion regarding the appropriateness of emergency service**  
18 **continuity plans?**

19 A. Yes. Sprint generally supports plans for providing service to end users in situations  
20 where competing local exchange carriers ("CLECs") have exited the local exchange  
21 market in South Carolina. Sprint believes that only a 14 day warm line (access to 911)  
22 should be provided to the abandoned end users.

1   **Q:     Please explain why Sprint recommends giving CLEC end-users 14-day access to**  
2       **warm line instead of access to unlimited local calling.**

3   A:     Every time the customer is moved (from the CLEC to ILEC local dial tone and then from  
4       ILEC local dial tone to ILEC warm dial tone ) it generates a cost that will probably not be  
5       recovered by the ILEC. For example, when a CLEC abandons its end users, then the  
6       ILEC must go into the switch and convert those customers back to the ILEC via a  
7       Customer Service Record (“CSR”). If the customer does not choose a new local carrier  
8       in 14 days, then the ILEC would need to issue a second CSR to allow for a warm dial  
9       tone. When this happens there is no outlet to allow for recovery of these costs. If the  
10      ILEC could go directly to warm dial tone, this would reduce the handling cost of  
11      abandoned customers.

13   **Q:     Under what circumstances can a local service provider be deemed to have**  
14       **abandoned service to its end-users?**

15   A:     Whether a local service provider has abandoned service to end-users is an issue to be  
16       determined by the Commission. The Commission must determine that the current  
17       telephony provider can no longer service its end users and thus the end user is deemed  
18       “abandoned” and converted to an ILEC warm line.

19   **Q:     Should a continuity plan include all types of competitive LECs?**

20   A:     No, continuity plans should be available only to abandoned customers of CLECs that  
21       used either resale or UNE-P to provide service to their end users. If the CLEC provides  
22       service using a mix of resale or UNE-P and facility-based service, then only the  
23       customers being served by resale or UNE-P would be covered by this plan.

1 **Q: Why should the scope of an emergency services continuity plan be limited to UNE-P**  
2 **and resale customers?**

3 A: These are customers that are currently on the ILEC's network; thus, the ILEC has some  
4 CSR information for these customers. Facility-based CLECs that abandon their end-  
5 users pose a much greater problem for the ILEC. In these situations there is a chance that  
6 the ILEC would not have outside plant in the area, especially in the case of a preferred  
7 provider contract between the CLEC and property owner. In addition, the ILEC would  
8 not have access to the CSR information, such as the telephone number and service  
9 address, since these customers are not on the ILEC's network. Accordingly, including  
10 these end users as part of a emergency services continuity plan would be cost prohibitive.

11 **Q: Will customer service record information for provision of interim service be used in**  
12 **accordance with the Telecom Act?**

13 A: Yes. Any use of the CSR will comply with Section 222 of the federal  
14 Telecommunications Act of 1996.

15 **Q: How would the end users be notified of the abandonment?**

16 A: The end-users' current carrier should notify them of the situation. However, these  
17 companies may close without warning. Moreover, unless the abandoning carrier acts out  
18 of pure altruism, it has no monetary incentive to protect the welfare of soon-to-be-former-  
19 customers and competitors to aid in any smooth transition. Accordingly, Sprint  
20 recommends that these customers be notified with a Commission-sponsored notice in the  
21 local newspaper. The notice would state that their current carrier no longer services their  
22 account and that they must choose a new carrier within a certain time frame (such as  
23 Sprint's proposed 14 days) or risk the loss of service. If the Commission requires the

1 ILEC to publish the notice, then a funding mechanism should be implemented to defray  
2 these and other costs associated with emergency service continuity.

3  
4 **Q: Do emergency service continuity plans violate FCC slamming and cramming rules?**

5 A: No. The end user is not switching carriers during the transitional stage. The Commission  
6 must determine that the end users have been abandoned, which would then allow the  
7 ILEC to serve only as a transitional carrier for warm dial tone. Furthermore, under  
8 Sprint's proposed plan, the end-user will not receive a bill for the 14-day transitional  
9 period from the ILEC. However, the ILEC should maintain the ability to bill the "new"  
10 ILEC for these transitional costs in order to reduce the costs borne by the ILEC.

11 **Q: Does this method put the ILEC at a competitive advantage?**

12 A: No. With the Commission providing the noticing and the ILEC simply providing warm  
13 dial tone, there is no competitive advantage.

14  
15 **Q: Shouldn't all abandoned customers revert back to the ILEC?**

16 A: No. Sprint believes that the end user should make the final decision regarding their  
17 carrier and make the proper application to that carrier.

18  
19 **Q: How long should the ILEC provide the transitional service?**

20 A: Sprint believes that 14 days' access to warm dial tone would allow time for the end user  
21 to select a new carrier and for the new carrier to fill the service order.

1    **Q:     Please summarize your testimony.**

2    A:     Sprint believes that, at the Commission's request, the ILEC should provide 14 days of  
3           access to warm dial tone, which would allow time for the end user to select a new carrier  
4           and for the new carrier to fill the service order. Any costs associated with the notification  
5           and transfer of these customers should be recovered by the ILEC, although the  
6           mechanism for this cost recovery has yet to be determined. Any use of CSR information  
7           should comply with Section 222 of the Act.

8

9    **Q:     Does this conclude your Direct Testimony?**

10   A:     Yes.



## CERTIFICATE OF SERVICE

The undersigned employee of Elliott & Elliott, P.A. does hereby certify that she has served below listed parties with a copy of the pleading(s) indicated below by mailing a copy of same to them in the United States mail, by regular mail, with sufficient postage affixed thereto and return address clearly marked on the date indicated below:

RE: Sprint's Testimony in Generic Proceeding Established to Investigate Emergency Services Continuity Plans

DOCKET NO.: 2005-100-C

### PARTIES SERVED:

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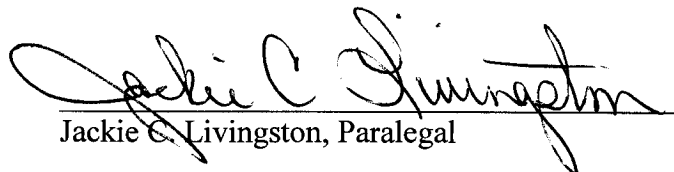
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PLEADING: DIRECT TESTIMONY OF JOHN E. MITUS

August 3, 2005

  
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